K 3341

FORM 1066

INSTALLMENT DEED — TENNESSEE TITLE COMPANY

FOR AND IN CONSIDERATION OF the sum of Twenty-two Thousand Eight Hundred ($22,800.00) - DOLLARS of which $2,800.00 has been paid in cash by the grantees hereinafter named, the receipt of which is hereby acknowledged, and for the remainder the said grantee herein has executed five promissory notes in the principal amount of Four Thousand ($4,000.00) Dollars each, each such note bearing interest from date at the rate of 5% per annum; the principal ~~and interest of each~~ of said notes being payable respectively on or before one, two, three, four and five years from date and each of said notes having been personally endorsed by the stockholders of the grantee herein; and to secure the payment of each of said notes, principal and interest and attorneys' fees, a lien is hereby expressly retained on the land herein conveyed, the undersigned, D. D. Robertson and wife, Vivian F. Robertson, and Edith F. Robertson, a single woman, have this day bargained and sold and do hereby transfer and convey unto James Robertson Properties, Inc., a Tennessee corporation, its successors and assigns, a certain tract or parcel of land situated in the County of Davidson, State of Tennessee, more particularly described as follows:



Land in Davidson County, Tennessee, being the North 28½ feet of Lot No. 129 on the Map of the Original Town of Nashville, not of record, and described as follows:
Beginning at a point in the east margin of 7th Avenue North at the northwest corner of the property conveyed to Joseph Fensterwald by deed from D. S. Hendrick and wife, of record in Book 121, page 490, Register's Office for said County; thence along what was Fensterwald's north line easterly 168 feet, more or less, to the westerly margin of an alley; thence with the margin of said alley northerly 28½ feet to the south margin of another alley; thence with the margin of the last-mentioned alley, westerly 168 feet, more or less, to the east margin of 7th Avenue North; thence with the margin of the same, southerly 28½ feet to the point of beginning.
Being the same property conveyed to W. E. Reynolds and wife, Bessie Reynolds, by deed from Newman Cheek, Trustee, et al, of record in Book 1357, page 512, Register's Office, for said County. et al
And being the same property heretofore conveyed to D. D. Robertson/by deed of W. E. Reynolds and wife, Bessie Reynolds, of record in Deed Book 1881, page 441, Register's Office for Davidson County, Tennessee.

Said property is encumbered by lien of 1962 State, County and City taxes which shall be paid and assumed by grantee.

TO HAVE AND TO HOLD the said real estate, with the appurtenances, estate, title and interest thereto belonging, to the said grantees, their heirs and assigns forever. We covenant that we are lawfully seized and possessed of said real estate in fee simple, have a good right to convey it, and that the same is unencumbered, except as set out hereinabove.

We further covenant and bind ourselves, our heirs and representatives, to warrant and forever defend the title to the said real estate to said grantees, their heirs and assigns, against the lawful claims of all persons.

AND NOW, for the purpose of better and more effectually securing the payment of said lien notes, and rendering unnecessary court proceedings for the enforcement of said lien in the event of the non-payment of said notes, as they mature, as hereinafter provided, and for the consideration of one dollar, to us in hand paid, we, the said grantees herein do hereby transfer and convey unto W. N. Dearborn, Trustee, his successors and assigns, the real estate hereinbefore described, with the appurtenances, estate, title and interest thereto belonging, for the purposes aforesaid, only. We, the said grantees do hereby agree to keep all buildings now on, or to be hereafter erected on said property, insured in some reliable fire insurance company or companies for at least the sum of $ ~~-----~~ until the notes herein secured are fully paid, and to have the loss, if any, made payable on the policy or policies to said Trustee for the benefit of the lawful owner and holder of said notes, as his interest may appear. We further agree to keep the improvements on said property in good repair and preservation, and to pay all taxes and assessments thereon, and to pay them when due; and in case we fail to do either, then the said Trustee, or the lawful owner and holder of said notes, or any of them, may do any or all of these things, and charge and treat the sum or sums so expended as part of the indebtedness secured therein, the same to bear interest from the date of such payment. Now, if we, the said grantees, shall pay the notes aforesaid when due, according to their terms, and pay taxes, keep up repairs, and keep said premises insured, as aforesaid, then this trust conveyance shall be of no further force or effect. But if we fail to pay any one of said notes or part thereof, promptly at maturity or if, failing to pay taxes, keep up repairs or keep said premises insured as herein provided; we fail to reimburse the Trustee or lawful owner and holder of said notes for all sums, with interest, so expended by said Trustee, or lawful owner and holder of said notes, within thirty days from date of such payment, this trust conveyance shall remain in full force and effect, and at the option of the lawful owner and holder of said notes, or any of said notes then past due and unpaid, all remaining unpaid notes shall become due and payable at once, without notice, and the said Trustee, or his successor in trust, is hereby authorized and empowered, upon giving twenty days' notice by three publications in any newspaper, daily or weekly, published in Davidson County, Tennessee, to sell said property at the front door of the Court House in said county to the highest bidder for cash, at public outcry, free from the equity of redemption, homestead, dower and all other exemptions of every kind, which are hereby expressly waived; and the said Trustee, or his successor in trust, is authorized and empowered to execute and deliver a deed to the purchaser. The creditor may bid at any sale under this conveyance. We agree that the Trustee, may at any time, after default in the payment of any one of said notes, enter and take possession of said property, and shall only account for the net rents actually received by him. We further agree that in the event the Trustee fails, before selling said property, as herein provided, to enter and take possession thereof, the purchaser shall be entitled to immediate possession thereof upon the delivery to him by the Trustee of a deed for said property. In case of sale hereunder, the proceeds will be applied by the Trustee as follows:

G 83